

Minutes  
Bastrop/Travis Counties ESD No.1  
December 17, 2019

The Bastrop/Travis Counties ESD No. 1 met in Elgin, Texas on December 17, 2019. Attending the meeting were Commissioners Tommy McCullough, Larry Foehner, Carl Newstrom, Julius Schwartz and Wayne Skubiata. A quorum was present at the meeting. The ESD staff members, Elgin and McDade Fire Department representatives and guests were also present.

Pledge of Allegiance;

The Pledge of Allegiance was led by President Tommy McCullough.

Call Meeting to Order;

The meeting was called to order by President Tommy McCullough at 6:30P.M. Proper notice has been posted.

Public Comments:

There were no public comments.

Reports

4. Receive monthly report from the Treasurer and consider; Commissioner Foehner presented the monthly treasurer report.

(A). approval of payment of monthly bills and invoices; A motion was made by Commissioner Schwartz and seconded by Commissioner McCullough to approve payments of monthly bills and invoices. Motion passed unanimously.

(B). approval of monthly financial report; and. A motion was made by Commissioner Newstrom and seconded by Commissioner Schwartz to approve the monthly financial report. Motion passed unanimously. See attachment.

(C). action regarding amendments to budget for FY2019; A motion was made by Commissioner Schwartz and seconded by Commissioner Skubiata to amend the budget as follows:

Move \$8,200.00 from fund balance to account #400.441  
Move \$100,000.00 from fund balance to account #1200.18  
Move \$604.06 from account #400.132 to account #400.133  
Move \$100,000.00 from fund balance to account #1200.17  
Move \$3,000.00 from account #100.12 to account #100.72  
Motion passed unanimously. See attachments.

5. Receive monthly report from Elgin Volunteer Fire Department regarding emergency operations, response times, call volume, training, management activities and membership; The monthly report for the Elgin Volunteer Fire Department was presented by Chief Randy Reyna. He reported calls for the month of November.

6. Receive monthly report from McDade Volunteer Fire Department regarding emergency operations, response times, call volume, training, management activities and membership; The monthly report for the McDade Volunteer Fire Department was presented by John Calhoun. He reported calls for the month of November.

7. Receive monthly report from the First Responder Unit regarding emergency operations, response times, call volume, training, and management activities and personnel issues; The monthly report for the First Responder Unit was presented by Commissioner Foehner. He reported calls for the month of November.

8. Receive monthly commissioner activity reports; Commissioner Foehner reported that there has been a spike in the electricity bill for Elgin. He said he would contact the electrical service provider and see why the bill has went up and report back. Larry also reported that the security camera systems has been installed in both stations and are working well. The ESD board presented service appreciation cards to all departments for the year.

#### Discussion/Action Items

9. Discuss and consider approval of minutes for the November 18, 2019, regular meeting; A motion was made by Commissioner Schwartz and seconded by Commissioner Foehner to approve the minutes. Motion passed unanimously.

10. See supplemental agenda for election items;

1. Discuss and consider approval of Resolution Authorizing Secretary's Appointment of Agent to Perform Duties During Election Period; A motion was made by Commissioner McCullough and seconded by Commissioner Skubiata to approve the Resolution Authorizing Secretary's Appointment of Agent to Perform Duties During Election Period. Motion passed unanimously.

2. Discuss and consider approval of the Contract for Election Services for May 2, 2020, Election, including Resolution Approving Contract for Election Services; A motion was made by Commissioner Newstrom and seconded by Commissioner Skubiata to approve the Contract for Election Services for May 2, 2020, Election, including Resolution Approving Contract for Election Services. Motion passed unanimously.

3. Discuss and consider approval of the Order Calling Commissioner Election for May 2, 2020; A motion was made by Commissioner Newstrom and seconded by Commissioner Foehner to approve the Order Calling Commissioner Election for May 2, 2020. Motion passed unanimously.

4. Authorize District's attorney to give Notice of Commissioner Election for May 2, 2020; and A motion was made by Commissioner Schwartz and seconded by Commissioner Foehner to Authorize the District's attorney to give Notice of Commissioner Election for May 2, 2020. Motion passed unanimously.

5. Any other matter in connection with the District's May 2, 2020 Commissioner Election. There were no other matters to consider in connection with the District's May 2, 2020 Commissioner Election. See attachments.

11. Discuss and consider amendments to service provider contracts; This item was tabled.
12. Discuss and consider preliminary report form McGrath Consulting Group; Don Markowski from the McGrath Consulting Group gave the board a preliminary report.
13. Discuss and consider submitting required annual report to the Division of Emergency Management through SAFE-D; A motion was made by Commissioner McCullough and seconded by Commissioner Foehner to appoint Carl to submit the required annual report to the Division of Emergency Management. Motion passed unanimously.
14. Discuss and consider repair and maintenance of the District's facilities and equipment; Elgin reported that Larry Perez Designs will be installing two window decals in the down stairs meeting room windows, one will be the duplication of the old picture of the 1916 Brockway fire truck with the firemen of that time and the other will be the duplication of the old picture of some firemen back in the day in front of the old original fire station. McDade reported that they are still working on getting some prices to replace the ceiling tile in their meeting room. They also reported that the outside lights at their station need to be replaced and they are getting some prices together to report back to the board.
15. Discuss agenda, time and date for next meeting. A motion was made by Commissioner Skubiata and seconded by Commissioner Newstrom for the next regular meeting to be held on January 21, 2020 at 6:30P.M. at the McDade Fire Station. Motion passed unanimously.

A motion was made by Commissioner Newstrom and seconded by Commissioner Skubiata to adjourn the meeting at 7:39P.M. Motion passed unanimously.

President McCullough adjourned the meeting.



Carl Newstrom, Secretary  
Board of Commissioners  
Bastrop/Travis Counties ESD No.1

	<u>Nov 18, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
Texas Class	307,126.67
Debit Card Account	4,688.54
Money Market	722,308.21
ESD Checking	76,702.10
	<hr/>
Total Checking/Savings	1,110,825.52
	<hr/>
Total Current Assets	1,110,825.52
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TOTAL ASSETS	1,110,825.52
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LIABILITIES & EQUITY	0.00

Carl's copy

BTcesd#1 - ESD BUDGET AMENDMENT FORM

DEPT (CIRCLE) EVFD MVFD FR1 ESD Page 1

ONE BUDGET ACCOUNT TRANSFER PER FORM

DATE OF REQUEST 12/17/19

Approved at  
NOV 17, 19  
meeting

TRANSFER FROM: fund balance  
ACCOUNT CODE \_\_\_\_\_ ACCOUNT DESCRIPTION \_\_\_\_\_

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 1

Amount to be transferred (minus) \_\_\_\_\_

New Budget Amount AFTER Transfer \_\_\_\_\_

TRANSFER TO:

ACCOUNT CODE 400.441 ACCOUNT DESCRIPTION ESD Gen Maint + Repair

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 4000.00

Amount to be transferred (plus) 8200.00

New Budget Amount AFTER Transfer 12,200.00

DEPT APPROVAL LF DATE 12-17-19

ESD BOARD APPROVAL LF DATE 12-17-19

APPROVAL James M. McCallough DATE 12-17-19

BTCESD#1 – ESD BUDGET AMENDMENT FORM

DEPT (CIRCLE)

EVFD

MVFD

FR1

ESD

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ONE BUDGET ACCOUNT TRANSFER PER FORM

DATE OF REQUEST 12/17/19

*approved @ 11/17/19 meeting*

TRANSFER FROM: fund balance  
ACCOUNT CODE \_\_\_\_\_ ACCOUNT DESCRIPTION \_\_\_\_\_

(you must use 2nd column on report)

Budget Amount BEFORE Transfer \_\_\_\_\_

Amount to be transferred (minus) - \$100,000.

New Budget Amount AFTER Transfer \_\_\_\_\_

TRANSFER TO:

ACCOUNT CODE 1200.18 ACCOUNT DESCRIPTION New trucks principal

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 58,500.00

Amount to be transferred (plus) + 100,000.00

New Budget Amount AFTER Transfer 158,500.00

DEPT APPROVAL LF DATE 12-17-19

ESD BOARD APPROVAL LF DATE 12-17-19

APPROVAL Jimmy M. Mc Colby DATE \_\_\_\_\_

BTCESD#1 – ESD BUDGET AMENDMENT FORM

DEPT (CIRCLE)

EVFD

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ESD

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ONE BUDGET ACCOUNT TRANSFER PER FORM

DATE OF REQUEST 12/17/19

**TRANSFER FROM:**

ACCOUNT CODE 400.132 ACCOUNT DESCRIPTION Election

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 16,000.00

Amount to be transferred (minus) - 604.06

New Budget Amount AFTER Transfer 15,395.94

**TRANSFER TO:**

ACCOUNT CODE 400.133 ACCOUNT DESCRIPTION Legal notices

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 1000.00

Amount to be transferred (plus) 604.06

New Budget Amount AFTER Transfer 1604.06

DEPT APPROVAL LF DATE 12-17-19

ESD BOARD APPROVAL LF DATE 12-17-19

APPROVAL James M. McCullough DATE \_\_\_\_\_

BTCESD#1 – ESD BUDGET AMENDMENT FORM

DEPT (CIRCLE)

EVFD

MVFD

FR1

ESD

Page 4

ONE BUDGET ACCOUNT TRANSFER PER FORM

DATE OF REQUEST \_\_\_\_\_

*approved at  
Nov 17, 19,  
meeting*

TRANSFER FROM:

ACCOUNT CODE \_\_\_\_\_ ACCOUNT DESCRIPTION fund bal ~~1200~~

(you must use 2nd column on report)

Budget Amount BEFORE Transfer \$

Amount to be transferred (minus) - 100,000.00

New Budget Amount AFTER Transfer \_\_\_\_\_

TRANSFER TO:

ACCOUNT CODE 1200.17 ACCOUNT DESCRIPTION New Addition Principal

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 32,000.00

Amount to be transferred (plus) 100,000.00

New Budget Amount AFTER Transfer 132,000.00

DEPT APPROVAL LF DATE 12-17-19

ESD BOARD APPROVAL LF DATE 12-17-19

APPROVAL Jerry M. McCallister DATE \_\_\_\_\_

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Carl's copy

BTCESD#1 - ESD BUDGET AMENDMENT FORM

DEPT (CIRCLE)

EVFD

MVFD

FR1

ESD

Page 1

ONE BUDGET ACCOUNT TRANSFER PER FORM

DATE OF REQUEST 11-19-2019

TRANSFER FROM:

ACCOUNT CODE 100.12 ACCOUNT DESCRIPTION Fire Hose

(you must use 2nd column on report)

Budget Amount BEFORE Transfer 12,000

Amount to be transferred (minus) 3,000

New Budget Amount AFTER Transfer 9,000

TRANSFER TO:

ACCOUNT CODE 100.72 ACCOUNT DESCRIPTION Uniform/Badges

(you must use 2nd column on report)

Budget Amount BEFORE Transfer ~~2,119.00~~ 4000.00

Amount to be transferred (plus) 3,000

New Budget Amount AFTER Transfer ~~5,119~~ 7000.00

DEPT APPROVAL [Signature] DATE 11-19-19

ESD BOARD APPROVAL LF DATE 12-17-19

APPROVAL Terrence M. McCullough DATE 12-17-19

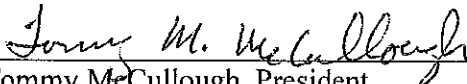


Section 2. A copy of this Resolution will be filed in the official records of the District and will remain in full force and effect and apply to all elections of the District until the Board rescinds or repeals this Resolution or the applicable provisions of the Election Code are repealed or become inapplicable to the District.

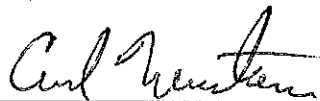
Section 3. It is hereby found that the meeting at which this Resolution has been considered and adopted is open to the public as required by law, and that written notice of the time, place, and subject matter of this meeting, and of the proposed adoption of this Resolution, was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code. The Board of Commissioners hereby ratifies and confirms the written notice and the contents thereof.

PASSED AND APPROVED this 17th day of December 2019.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1

  
\_\_\_\_\_  
Tommy McCullough, President  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners

**NOTICE OF APPOINTMENT OF AGENT  
REGARDING MAY 2, 2020 COMMISSIONER ELECTION**

TO: ALL PERSONS INTERESTED IN THE COMMISSIONER ELECTION FOR  
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1

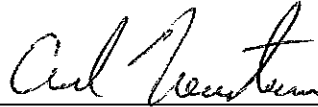
Notice is hereby given that the undersigned, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, acting pursuant to Section 31.123, Texas Election Code, has, by these presents, appointed Kelli Carlton of The Carlton Law Firm, P.L.L.C., attorney for the District, as the duly authorized agent of the Secretary (the "Agent") for all purposes for the District's Commissioner election (the "Election") to be held on May 2, 2020. The office of the Agent is located at The Carlton Law Firm, P.L.L.C., 4301 Westbank Drive, Suite B-130, Austin, Travis County, Texas 78746, a location outside of the District, and the telephone number is (512) 614-0901. The Agent will be available for election duties for at least three hours each day, during regular office hours, on regular business days, beginning on March 13, 2020, the 50<sup>th</sup> day before the election day, and ending no earlier than June 11, 2020, the 40<sup>th</sup> day after the election day.

The Agent will maintain and make available for inspection and copying those documents described in Section 31.123(c) of the Texas Election Code and shall receive any personally delivered document relating to the election that the undersigned is authorized or required to receive. Additionally, the Agent shall hereby be authorized to perform any ministerial duties in connection with the election that may lawfully be performed.

This notice shall be posted continuously on the board used for posting notices of meetings of the District during the time period described above.

Issued this 17<sup>th</sup> day of December, 2019.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1



\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners

**AVISO DE LA CITA DEL AGENTE CON RESPECTO  
DE LA ELECCIÓN DE COMISIONADOS DEL DÍA 2 DE MAYO 2020**

A: TODOS LAS PERSONAS INTERESADAS EN LA ELECCIÓN DE COMISIONADOS DEL DISTRITO DE SERVICIOS DE EMERGENCIA NÚMERO 1 DEL CONDADOS DE BASTROP Y TRAVIS

El Aviso por este medio se da que el infrascrito, Secretario de la Junta de Comisionados del Distrito para el distrito de servicios de emergencia número 1 del condados de bastrop y travis (el "Distrito"), actuando conforme a la Sección 31.123, Código de la Elección de Texas, a designado a Kelli Carlton por este medio como su agente señalado (el "Agente") para todos los propósitos para la Elección de Comisionados (la "Elección") que ocurrirá el 2 de mayo de 2020. La oficina de la agente esta localizada en el Carlton Law Firm, P.L.L.C., 4301 Westbank Drive, Sala B-130, Austin, Condado de Travis, Texas 78746, una localización fuera del Distrito, y el número de teléfono es (512) 614-0901. La Agente estarán disponible para los deberes de la elección por lo menos tres horas cada día, durante las horas regulares de la oficina, en los días laborales regulares, comenzando el 13 de marzo de 2020, y no terminar antes del 11 de junio de 2020, el cuadragésimo día después de la elección.

El agente mantendrá y hará disponible esos documentos que son descritos en la Sección 31.123(c) del Código de la Elección de Texas para la inspección y para copiar y recibirá cualquier documento que se le entrega personalmente referente a la elección que el infrascrito está autorizado o requiere recibir. Además, la agente será autorizada por este medio a realizar cualquier deber ministerial en conexión con la elección que puede ser legalmente realizada.

Este aviso será fijado continuamente en el tablero usada para fijar avisos de las reuniones del Distrito durante el periodo descrito arriba.

Publicado este 17 día de diciembre de 2019.

EL DISTRITO DE SERVICIOS DE  
EMERGENCIA NÚMERO 1 DEL  
CONDADOS DE BASTROP Y TRAVIS

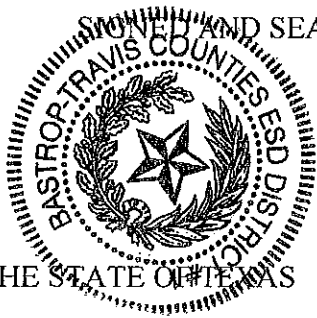


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Carl Newstrom, Secretario  
La Junta de Comisionados



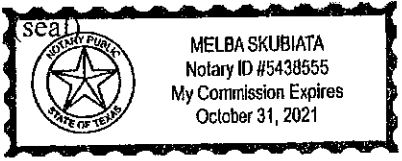
WITNESSED AND SEALED this 17 day of December 2019.



Carl Newstrom, Secretary  
Board of Commissioners

THE STATE OF TEXAS §  
COUNTIES OF BASTROP AND TRAVIS §

This instrument was acknowledged before me on this 17th day of December 2019, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.

  
Notary Public Signature





that the officers and commissioners of the District are authorized to carry out the negotiation and execution of such agreement.

Section 3. The officers and consultants of the District are authorized and directed to take all actions necessary or convenient to carry out the terms of this Resolution.

PASSED AND APPROVED this 17<sup>th</sup> day of December 2019.

BASTROP-TRAVIS COUNTIES  
EMERGENCY SERVICES DISTRICT  
NO. 1

By: Tommy M. McCullough  
Tommy McCullough, President  
Board of Commissioners

ATTEST:

Carl Newstrom  
Carl Newstrom, Secretary  
Board of Commissioners

**EXHIBIT A**

CONTRACT FOR ELECTION SERVICES

**CONTRACT FOR ELECTION SERVICES**  
**BETWEEN**  
**THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY**  
**AND**  
**BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1**  
**FOR THE MAY 2, 2020 ELECTION**

**THIS CONTRACT** is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as "Contracting Officer," and the Bastrop-Travis Counties Emergency Services District No. 1, hereinafter referred to as the "ESD," pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the ESD's May 2, 2020 Election, hereinafter referred to as "the election". The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the ESD.

**I. RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

**A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the ESD will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the ESD.

3. The Contracting Officer shall notify the ESD of the list of election judges and alternate judges for election day, so that the ESD may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 17, 2020.

**B. *Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the ESD as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

**C. *Election School(s).*** The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the ESD territory.

**D. *Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

**E. *Registered Voter List.*** The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

**F. *Ballots.*** The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

**G. *Early Voting.*** In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the ESD in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the ESD a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the ESD. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the ESD shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 2, 2020.

**H. *Election Day Polling Locations.*** The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

**I. *Central Counting Station.*** The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the ESD at the Central Counting Station on election night and will provide individual polling location totals.

**J. *Manual Counting.*** The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the ESD in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**K. *Election Reports.*** The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the ESD as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

**L. *Custodian of Voted Ballots.*** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

**II. RESPONSIBILITIES OF THE ESD.** The ESD shall assume the following responsibilities:

**A. *Election School(s).*** At the request of the Contracting Officer, and at no cost to the Contracting Officer, the ESD will make available space in an ESD building to hold the election school(s), if applicable.

**B. *Polling Locations.*** The ESD shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

**C. *Applications for Mail Ballots.*** The ESD shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

**D. *Election Orders, Election Notices, Canvass.*** The ESD shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the ESD's governing body. The ESD shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The ESD shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the ESD's governing body and within such time so as not to impede the orderly conduct of the election, the ESD shall return said documents

to the Contracting Officer for proper recordkeeping. The ESD assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The ESD will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

**E. Paper Ballots.** In advance of the March 18, 2020 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The ESD shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The ESD shall perform the duties required for drawing for place on the ballot by candidates. The ESD shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

### **III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS**

**A. Compensation.** The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 2, 2020 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the ESD.

**B. Number of Election Workers.** The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

#### IV. JOINT EXPENSES AND PAYMENT

**A. Expenses Incurred and Billing.** The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the ESD and not shared by any other participating authority, that the ESD will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

**B. Billing.** As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the ESD for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the ESD by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

**C. Payment.** The ESD shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the ESD disputes any portion of the invoice, the ESD shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the ESD.



**D. Expense Item Larger than \$500.** If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the ESD for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The ESD shall pay such invoice within 30 days from the date of receipt.

**E. Estimated Cost of Services.** A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the ESD is obligated to pay their respective portion of the actual expenses of the election as set forth herein. The Contracting Officer agrees to advise the ESD if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the ESD.

**F. Administrative Fee.** The ESD shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

## **V. GENERAL PROVISIONS**

**A. Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

**B. Joint Election.** The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the ESD on May 2, 2020. If another election occurs in territory of the ESD, Bastrop County will notify the ESD of the existence of the situation and provide a joint election agreement.

**C. Cancellation of Election.** If the ESD cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the ESD shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the ESD authorizes such major costs in writing. An entity canceling an election will not be

liable for any further costs incurred by the Contracting Officer in conducting the May 2, 2020 Joint Election.

**D. *Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

**E. *Representatives.*** For purposes of implementing this contract and coordinating activities hereunder, the ESD and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the ESD or the Contracting Officer, respectively, submission or notice shall be to these individuals:

**For the ESD:**

Kelli Carlton  
Attorney  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Dr., Suite B-130  
Austin, TX 78746  
Tel: (512) 614-0901  
Fax: (512) 900-2855  
Email: [kelli@carltonlawaustin.com](mailto:kelli@carltonlawaustin.com);  
[katy@carltonlawaustin.com](mailto:katy@carltonlawaustin.com)

**For the Contracting Officer:**

Kristin Miles  
Elections Administrator  
Bastrop County  
804 Pecan Street  
Bastrop, TX 78602  
Tel: (512) 581-7160  
Fax: (512) 581-4260  
Email: [elections@co.bastrop.tx.us](mailto:elections@co.bastrop.tx.us)

**F. *Amendment/Modification.*** Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the ESD has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the ESD. Both the Contracting Officer and the ESD may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

**G. *Entire Agreement.*** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this

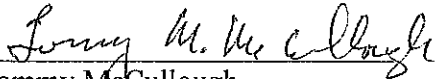
Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

**H. Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

**I. Third Party Beneficiaries.** Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**J. Mediation.** Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE 17 DAY OF DECEMBER, 2019.

  
Tommy McCullough  
Board President  
Bastrop-Travis Counties ESD#1

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

---

Paul Pape  
County Judge  
Bastrop County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

---

Kristin Miles  
Elections Administrator  
Bastrop County, Texas

**EXHIBIT "A"**

**EARLY VOTING DATES, TIMES, AND LOCATIONS**

**Time Period:**

Monday, April 20, 2020 through Tuesday, April 28, 2020.

**Main Location:**

City of Elgin Public Library, 404 N. Main St., Elgin, TX 78621

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
<b>20</b> 8:00 am – 5:00 pm	<b>21</b> 8:00 am – 5:00 pm	<b>22</b> 8:00 am – 5:00 pm	<b>23</b> 8:00 am – 5:00 pm	<b>24</b> 8:00 am – 5:00 pm
<b>27</b> 7:00 am – 7:00 pm	<b>28</b> 7:00 am – 7:00 pm	<b>29</b>	<b>30</b>	<b>1</b>

**Voting by Mail:**

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

**EXHIBIT "B"**

**ESD ELECTION DAY POLLING LOCATION**

City of Elgin Public Library, 404 N. Main St., Elgin, TX 78621

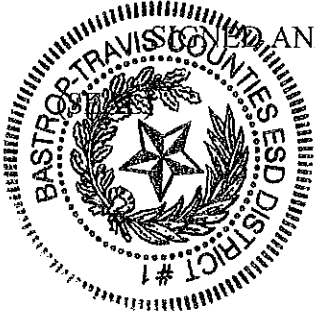


**EXHIBIT "C"**  
**ESTIMATED COST OF MAY 2, 2020 ELECTION**  
**JOINT ELECTION WITH THE CITY OF ELGIN AND**  
**ELGIN INDEPENDENT SCHOOL DISTRICT**

**BASTROP-TRAVIS COUNTIES ESD NO. 1**

Optical Ballots and Programming Expenses	\$ 1,736.41
Rental Fee for ExpressVote and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	\$ 4,463.66
Election Kits & other precinct supplies	\$ 200.00
<b>SUBTOTAL</b>	<b>\$ 6,400.07</b>
<b>10% ADMINISTRATIVE FEE</b>	<b>\$ 640.01</b>
<b>TOTAL</b>	<b><u>\$ 7,040.08</u></b>





AND SEALED the 17 day of December 2019.

Carl Newstrom, Secretary  
Board of Commissioners

STATE OF TEXAS

§

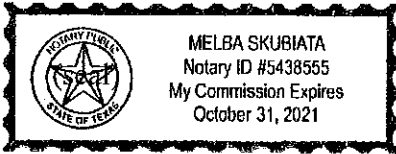
COUNTIES OF BASTROP AND TRAVIS

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This instrument was acknowledged before me on the 17<sup>th</sup> day of December 2019, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of said District.

Notary Public Signature



**ORDER CALLING MAY 2, 2020 COMMISSIONER ELECTION FOR  
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1**

THE STATE OF TEXAS                   §  
   §  
COUNTIES OF BASTROP AND TRAVIS §

WHEREAS, BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 (“District”) is an emergency services district of the State of Texas, created and operating under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775, Health and Safety Code of the State of Texas; and

WHEREAS, in accordance with Section 775.035, Texas Health and Safety Code, the election of commissioners shall be held every four years on an authorized uniform election date as provided by Chapter 41, Texas Election Code; and

WHEREAS, a District election is to be held on May 2, 2020, for the election of three commissioners, each of whom will serve a four-year term; and

WHEREAS, the Bastrop County Elections Administrator is designated to serve as the Election Officer and Early Voting Clerk to conduct the District’s election; and

WHEREAS, the Board of Commissioners of the District (“Board”) wishes to proceed to order this election;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found and declared to be true and complete.

Section 2. An election will be held for Bastrop-Travis Counties Emergency Services District No. 1 on May 2, 2020, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing three commissioners for the District.

Section 3. The deadline for filing an application for a place on the ballot is 5:00 p.m. February 14, 2020, as provided by Section 144.005(a), Texas Election Code.

Section 4. Notice of the election shall be given and the election shall be held in compliance with the provisions of the Texas Election Code in all respects. The ballots for the election shall comply with the Texas Election Code and be in the form provided by the Bastrop County Election Officer for use on the voting devices and ballots used by Bastrop County.

Section 5: Voting in the election will be by the use of electronic or paper ballots printed in both English and Spanish and conforming to the requirements of the Texas Election Code. Oral bilingual assistance will be available during the election and may be obtained by contacting the Presiding Judge or the Alternate Presiding Judge. The ballots used in the election will have printed

on them the names of all candidates for the office of commissioner who filed applications to have their names printed on the ballot at least 78 days before the election, and one blank space for write-in votes for any candidate for the office of commissioner who has filed a declaration of write-in candidacy at least 74 days before the election. Each voter may vote for none, one, two, or three persons for commissioner by placing an "X" in the square beside the person's name or persons' names or by writing the name or names of a person or persons in any blank space(s) provided for that purpose.

Section 6: The election precinct for the election shall be the entire District. The polling place for the election shall be at the City of Elgin Public Library, 404 N. Main Street, Elgin, Texas 78621. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for the election will be provided and the Bastrop County Election Officer shall tabulate and provide the election returns for the election.

Section 7. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Bastrop County in compliance with the requirements of state law, and such judges and clerks so selected by Bastrop County and its appointees are hereby designated as the election officers, judges and clerks, respectively, for holding the election. The presiding judges, alternate presiding judges, and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 8. Early voting in the election by personal appearance will begin on April 20, 2020, and continue through April 28, 2020. Early voting hours are 8:00 a.m. to 5:00 p.m., Monday, April 20<sup>th</sup> through Friday, April 24<sup>th</sup>, or on such other or additional days and times as Bastrop County may declare. Additional early voting shall be on Monday, April 27, 2020 through Tuesday, April 28, 2020 from 7:00 a.m. to 7:00 p.m., or on such other or additional days and times as Bastrop County may declare. The Regular Early Voting Clerk is Kristin Miles, and early voting will be conducted at the City of Elgin Public Library, 404 N. Main Street, Elgin, Texas 78621.

The Regular Early Voting Clerk's mailing address to which requests for applications for early voting ballots to be voted by mail may be sent is 804 Pecan Street, Bastrop, Texas 78602. Additionally, the Early Voting Clerk's email address to which applications for ballots by mail may be sent is [elections@co.bastrop.tx.us](mailto:elections@co.bastrop.tx.us). The Early Voting Clerk's regular office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Applications for early voting ballots by mail must be received by the Early Voting Clerk by close of business, 5:00 p.m., on Monday, April 20, 2020.

Marked early voting ballots by mail must be returned in accordance with the instructions included in the balloting materials and received no later than 7:00 p.m. on May 2, 2020. Marked early voting ballots by mail, mailed outside the United States, must be received no later than May 8, 2020.

Section 9: The election will be held and conducted and returns made to this Board in accordance with the Texas Election Code, as modified by Section 775.035 of the Texas Health and Safety Code.

Section 10: All qualified residents of the District shall be entitled to vote in the election.

Section 11. At the election, the names of the candidates for the Board of Commissioners shall be submitted to the voters in the District in accordance with the law.

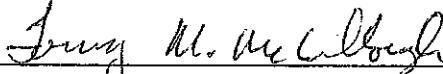
Section 12. The County Clerk is authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.

Section 13: The Secretary of the Board is directed to cause notice of this election to be published or posted in both English and Spanish in accordance with the requirements of the Texas Election Code.


Section 14. This Order shall take effect immediately.

PASSED AND APPROVED this 17<sup>th</sup> day of December 2019.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1

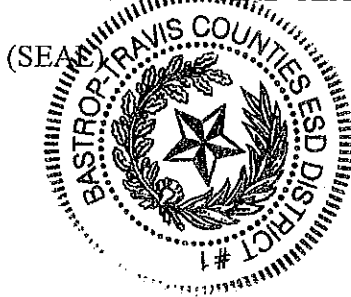
  
\_\_\_\_\_  
Tommy McCullough, President  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners



SIGNED AND SEALED the 17 day of December 2019.



*Carl Newstrom*

Carl Newstrom, Secretary  
Board of Commissioners

THE STATE OF TEXAS

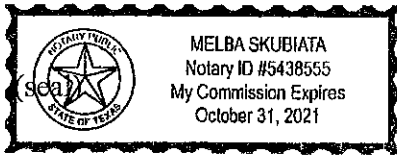
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COUNTIES OF BASTROP AND TRAVIS

This instrument was acknowledged before me on the 17th day of December 2019, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.

*Melba Skubiata*

Notary Public Signature





**CALENDAR FOR BASTROP-TRAVIS COUNTIES ESD NO. 1  
MAY 2, 2020 COMMISSIONER ELECTION**

<u>Date</u>	<u>Action</u>	<u>Party Responsible</u>	<u>Requirement / Statute<sup>1</sup></u>
December 2019	Contact County Elections Division regarding contracting with the County for a May election.	TCLF	
December 16, 2019	Deadline to post Notice of Candidate Filing Deadline	BAT-1	30 <sup>th</sup> day before the first day to file - §141.040
December 17, 2019	Board meeting to call election.	BAT-1	
January 15, 2020	First day to file an application for a place on the General Election ballot.	Candidate	
February 14, 2020	<b>Deadline</b> to call a May 2, 2020 Election  5:00 p.m.-- <b>Deadline</b> to file application for place on ballot	BAT-1  Candidate	78 <sup>th</sup> day before election day §3.005(c); §144.005
February 18, 2020	<b>Deadline</b> for write-in candidates to file Declarations of Write-In Candidacy	Candidate	74 <sup>th</sup> day before election day §144.006(b)(2)
February 21, 2020	5:00 p.m. – Last date for candidate to withdraw	Candidate	71 <sup>st</sup> day before election day §145.092(f)
February 24, 2020	Earliest date to cancel Commissioner election if all Commissioner candidates are unopposed	BAT-1	1 <sup>st</sup> day after deadline for write-in candidates § 2.052
February 24, 2020	Send notification to candidates of time/date of Ballot Position Drawing	TCLF	at least 4 days before §52.094(d)
February 25, 2020	Post notice of Ballot Position Drawing (on bulletin board at TCLF; (72 hours immediately preceding the scheduled time of drawing)	TCLF	§ 52.094(c)
February 28, 2020	Hold Ballot Position Drawings  Provide final ballot language to Elections Coordinator (Bastrop County)	TCLF	
March 3, 2020	<b>Deadline</b> to send Notice of Election to County Clerk  Suggested last day to cancel election	TCLF	60 days before § 4.008
March 13, 2020	<b>Deadline</b> to post Notice of Appointment of Agent Office Hours Begin	BAT-1	50 <sup>th</sup> day before election § 31.122(a)(1)

<sup>1</sup> References are to Texas Election Code unless otherwise noted.

**CALENDAR FOR BASTROP-TRAVIS COUNTIES ESD NO. 1  
MAY 2, 2020 COMMISSIONER ELECTION**

<u>Date</u>	<u>Action</u>	<u>Party Responsible</u>	<u>Requirement / Statute<sup>1</sup></u>
March 25, 2020	Submit Notice of Election to Elgin Courier and Bastrop Advertiser for publication <b>ON OR AFTER</b> April 2	TCLF	
April 2, 2020	1 <sup>st</sup> day to <u>publish</u> Notice of Election	BAT-1	30 days before §4.003(a)(1)
April 11, 2020	<b>Deadline</b> to Post Notice of Election at all Boards used for posting notices of meetings of the governing body of the District	TCLF	21 days before §4.003(b)
April 20, 2020	1 <sup>st</sup> day of early voting by personal appearance	Voters	For elections in May, 12 days before through 4 days before §85.001
April 22, 2020	<b>Deadline</b> to publish Notice of Election	BAT-1	10 days before §4.003(a)(1)
April 28, 2020	Last day of early voting by personal appearance	Voters	4 days before §85.001(e)
May 2, 2020	Election Day	Voters	
May 5 – May 13	Board Meeting to Canvass Election – In May, canvass must be no earlier than (i) 3 <sup>rd</sup> day after election, or (ii) date all provisional ballots are counted, whichever of (i) or (ii) is later, and no later than the 11 <sup>th</sup> day after election	BAT-1	§67.003
June 11, 2020	First date to remove Notice of Appointment of Agent	BAT-1	40th day after election §31.122(a)(2)
March 2, 2022	Can destroy NON-PERMANENT election records if no contest has been filed	BAT-1	22 months after; 1.013; 66.058

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN  
THE CITY OF ELGIN AND  
ELGIN INDEPENDENT SCHOOL DISTRICT  
FOR THE MAY 2, 2020 ELECTION**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP         §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among Bastrop-Travis Counties Emergency Services District No. 1, a political subdivision of the State of Texas (the “**ESD**”), the City of Elgin, a political subdivision of the State of Texas (the “**CITY**”), and Elgin Independent School District, a political subdivision of the State of Texas, (the “**ISD**”), each individually, a “**Party**” or, collectively, the “**Parties,**” pursuant to Chapter 271 of the Texas Election Code.

**RECITALS**

**WHEREAS**, the ESD, the CITY and the ISD each expect to call an election to be held on May 2, 2020; and

**WHEREAS**, the ESD, the CITY and the ISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

**WHEREAS**, the ESD, the CITY and the ISD desire to enter into a contract setting out the respective responsibilities of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 2, 2020. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

**ARTICLE II  
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 2, 2020 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

**ARTICLE III.  
TERM**

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

**ARTICLE IV  
EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED**

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

**ARTICLE V  
GENERAL PROVISIONS**

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

**ESD:**

Kelli Carlton  
Attorney  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Dr., Suite B-130  
Austin, TX 78746

**ISD:**

Dr. Jodi Duron  
Superintendent of Schools  
Elgin Independent School District  
PO Box 351  
Elgin, TX 78621

**CITY:**

Chris Cannon  
Mayor  
City of Elgin  
PO Box 591  
Elgin, TX 78621

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the 17 day of December, 2019.

**ESD:**

BY: Tommy M. McCullough  
Tommy McCullough  
Board President  
Bastrop-Travis Counties ESD#1

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 2020.

Elgin ISD:

BY: \_\_\_\_\_  
Dr. Jodi Duron, Superintendent  
Elgin Independent School District

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY:

BY: \_\_\_\_\_

Chris Cannon, Mayor  
City of Elgin